

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 04-Jun-2002		4. REQUISITION/PURCHASE REQ. NO. W16ROE-2114-9734		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACA51) NEW YORK NY 10278-0090		CODE DACA51		7. ADMINISTERED BY (If other than item 6)		CODE	
				See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. DACA51-02-B-0008	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) 24-May-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> X is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Amendment No. 2 to specifications for Geothermal Well Fields, revitalize barracks USMA Preparatory School Buildings 1204 & 1205, Fort Monmouth, Eatontown, New Jersey. NOTE: Bidders must acknowledge receipt of this amendment by the date specified in the solicitation (or as amended) by one of the following methods: In the space provided on the SF 1442, by separate letter, or by telegram, or by signing block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OF BIDS OR LATE WITHDRAWAL OF BIDS (FAR 14.304).							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		04-Jun-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

NOTICE TO BIDDERS

Failure of the bidder to
Acknowledge receipt
Of this Amendment in
Item 19 of Standard
Form 1442 (Pg. 00010-2)
May result in REJECTION
Of the bid.

IFB NO. DACA51-02-B-0008

Amendment No. 2

Department of the Army, NYD
Corps of Engineers
New York, NY 10278-0090

AMENDMENT NO. 2 TO SPECIFICATIONS FOR GEOTHERMAL WELL FIELDS, REVITALIZE
BARRACKS USMA PREPARATORY SCHOOL BUILDINGS 1204 & 1205, FORT MONMOUTH,
EATONTOWN, NEW JERSEY

TO BIDDERS

1. The site visit for this project will be held on June 14, 2002, 10:00 am. Participants shall meet at the parade field. Contractors need to submit a visitor request form (as shown in section 00800), at least 48 hours in advance, for all personnel planning to attend the visit. They must process through visitor control.

2. Section 00800 SPECIAL CONTRACT REQUIREMENTS:

a. Replace paragraphs 1 and 2 with the following:

“1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. The contractor shall be required to (i) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (ii) prosecute the work diligently, and (iii) complete the entire work ready for use subject to requirements and restrictions indicated below. Completion shall include final cleanup of the premises. FAR 52.212-3 (APR 1984)

b. Location: The site of work is located at Fort Monmouth, New Jersey, a military reservation. The Contractor shall observe all rules and regulations issued by Fort Monmouth Commanding Officer covering general safety, security, and sanitary requirements, etc.

c. The Contractor shall furnish all labor, materials, equipment, and services (except those furnished by the Government) for the following work: construct a geothermal well field to support the HVAC system in Buildings 1204 and 1205, which will be under renovation concurrently.

d. Construction Phasing: The Contractor shall complete the well field zones as indicated below and provide 6-foot high chain link temporary fence around the areas to prevent heavy equipment rolling over the completed zone.

i) Drilling and piping for wellfield zones 1, 2, 3 and 5 will commence no sooner than 1 April 2003 and be completed no later than 30 August 2003.

ii) Drilling and piping for wellfield zones 6, 7, 9 and 10 will commence no sooner than 1 April 2004 and be completed no later than 31 July 2004.

e. A staging/storage area for the Contractor's use is shown on the drawings at the end of this section. The Contractor shall restore any disturbed area to its original conditions after completion.

f. Coordination with other Contractors: Buildings 1204 and 1205 will be under renovation at the same time as the geothermal well field, with many trailers on the site for phasing purposes. The Contractor shall coordinate, through the Contracting Officer, with the renovation contractor to avoid any conflict of activities.

g. Hours of Work: Unless otherwise specified, the Contractor will be permitted to perform the contract work between the hours of 7:00 am and 5:00 pm, Monday through Friday. Federal Holidays that fall within the workweek will not be considered as workdays. For any deviation from the working hours or overtime, the Contractor shall submit the request to the Contracting Officer for review and approval. Requests shall be submitted at least 5 workdays in advance of the proposed scheduled change. Approval to work other than the days and times specified shall be at no additional cost to the Government.

h. The Contractor should include in his schedule 5 days as non-work days per year as Post requirements for visits from any significant dignitaries. The Contractor will be informed in advance, at least 24 hours, that his work schedule will be disrupted.

i. Safety/Security Requirements During Construction:

- A 35 feet standoff distance should be maintained between buildings and parking of trucks, trailers and vehicles.
- Night lighting should be provided in trailer areas.
- Contractor, subcontractors and personnel should obtain ID cards from Fort Monmouth thus providing easier access to the base for themselves.
- Contractor and subcontractors should be aware of delayed deliveries of materials due to inspection at fort entrance.
- Buildings: doors shall be locked and windows shall be closed at night. Night access to buildings should be coordinated with security office.

j. Permits: The Contractor is responsible for obtaining and paying for all permits required. Soil Erosion Control Permit: The Contractor shall be responsible for completing the application (to be signed by Fort Monmouth DPW) and fees. The Contractor shall submit the application during early construction phase to avoid approval delay. Digging/Excavation Permission: The Contractor is required to complete the letter on digging/excavation (attached at the end of this section) and submitted to Fort Monmouth DPW for approval.

k. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject, in every detail to his supervision, direction, and instructions. (DoD FAR Supplement 52.236-7014)

l. Magnitude of Construction Project: The estimated value of the proposed work is between \$1,000,000 and \$5,000,000.

m. Site Visit: For site visit arrangement, contact Ms. Barbara Folk, Corps of Engineers Residency Office at (732) 532-5358

2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) (FAR 52.212-5)

- a. If the Contractor fails to complete all contract work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$966.60 for each day of delay.
- b. If the Contractor fails to complete all wellfields and piping to Building 1205 from zones 1, 2, 3 and 5 by the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$966.60 for each day of delay.
- c. If the Contractor fails to complete all wellfields and piping to Building 1204 from zones 6, 7, 9 and 10 by the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$710 for each day of delay.
- d. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.
- e. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.
- f. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punch list") is completed no later than 30 days from the date of transfer. In this case the Contractor shall pay liquidated damages for punch list items not completed in the daily amount of \$100 per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later."

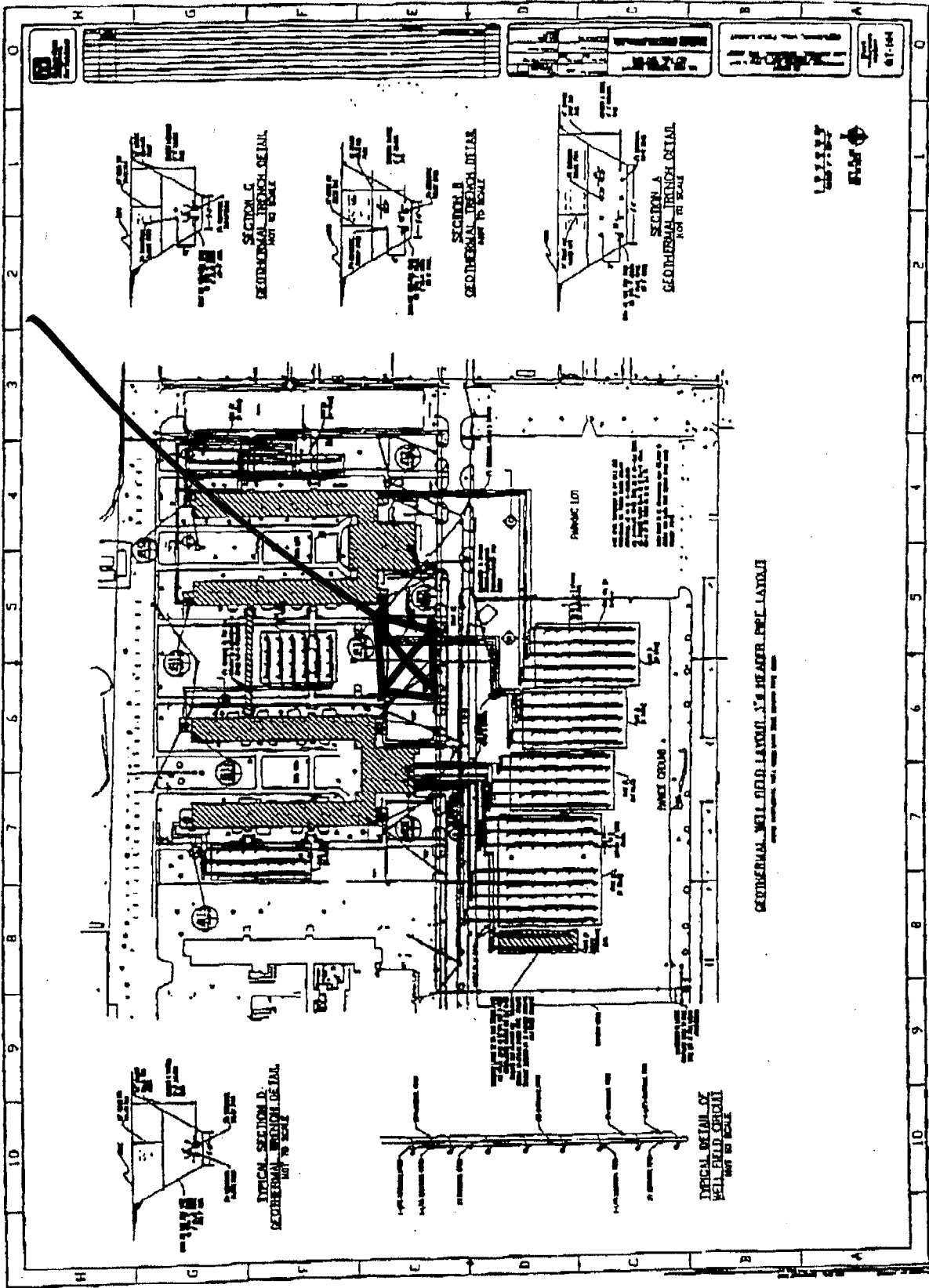
- b. Replace page 00800-23 with the attached.

This Amendment shall be attached to the specifications and shall become a part thereof.

Attached

ELLA D. SNELL
C, Contracting Division
Contracting Officer

STAGING AREA
PARKING LOT
PARK ONLY



00800-23

(AMEND. NO. 1)